

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| White Directory of Florida, Inc. | | 09/30/2004 | CORPORATION: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Hearst Holdings, Inc. | | |
| Street Address: | 959 Eighth Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10016 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2103145 | BESTTALK | |
| Registration Number: | 2316467 | BESTTALK | |
| Registration Number: | 2359665 | BESTTALK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)649-2634 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-649-2032 | | |
| Email: | spersaud@hearst.com | | |
| Correspondent Name: | Mr. Barry S. Agdern | | |
| Address Line 1: | 949 Eighth Avenue | | |
| Address Line 4: | New York, NEW YORK 10016 | | |
| NAME OF SUBMITTER: | Mr. Barry S. Agdern | | |
| Signature: | /B. Stuart Agdern/ | | |
| Date: | 03/24/2005 | | |

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of September 30, 2004, is by and among White Directory of Florida, Inc., a Florida corporation (the "Assignor"), and Hearst Holdings, Inc., a Delaware corporation (the "Assignee"). Capitalized terms used but not otherwise defined in this Assignment shall have the meanings given them in the Asset Purchase Agreement, dated as of September 2, 2004, by and among the Assignor, the Assignee and the other parties thereto (the "Purchase Agreement").

WHEREAS, the Assignor is the owner of the entire right, title and interest in, to and under the Intellectual Property Rights, including the trademarks, service marks, trade dress, logos, trade names and trademark registrations and applications identified and set forth on Schedule A hereto (the "Trademarks");

WHEREAS, pursuant to the Purchase Agreement, the Assignee has agreed to purchase the Purchased Assets, including without limitation, all of the Assignor's right, title and interest in, to and under the Trademarks;

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns, sells, transfers, grants and conveys to the Assignee, its successors and assigns all of its right, title and interest in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks, including all rights therein provided by international conventions and treaties, and including, without limitation, the right to sue for, assert claims or demands, settle and/or release, and recover damages and all other remedies, for any past, present or future infringement thereof.

2. Further Assurances.

(a) Within fifteen days after the execution of this Assignment, the Assignor shall deliver to the Assignee all documents and information reasonably necessary to complete the prosecution of the trademarks and service marks in the United States Patent and Trademark Office and shall provide reasonable assistance necessary for the same.

(b) The Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to permit the Assignee to record and perfect the interest of the Assignee in, to and under the Trademarks and shall not enter into any agreement in conflict with this Assignment.

(c) The Assignor authorizes and requests the United States Patent and Trademark Office and or head of any foreign Trademark Office to issue all trademark or service mark registrations that may issue on an application for any trademark or service mark or a portion thereof to the Assignee, its successors and assigns, in accordance with this Assignment.

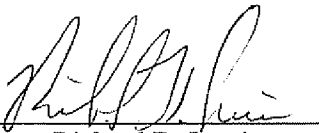
3. Governing Law. **THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.**

4. Counterparts. This Assignment may be executed in any number of counterparts, all of which will constitute one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, the Assignor has caused to be executed this Assignment as of the date first above written.

WHITE DIRECTORY OF FLORIDA, INC.

By: 
Name: Richard D. Lewis
Title: President

SCHEDULE A

TRADEMARKS

| REGISTRATION NO./ SERIAL NO. | REGISTRATION DATE | REGISTERED OWNER | MARK |
|---|------------------------------|-------------------------------------|-------------|
| 2,103,145 | 10/07/1997 | White Directory of Florida, Inc. | Besttalk |
| 2,316,467 | 02/08/2000 | White Directory of Florida, Inc. | Besttalk |
| 2,359,665 | 06/20/2000 | White Directory of Florida, Inc. | Besttalk |